

**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**

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**Low Income Home Energy Assistance Program (LIHEAP)  
 Departmental Guidance**

Guidance Number: 2011 LIHEAP Program Guidance No. 001  
 Date: November 22, 2010  
 Subject: 2011 LIHEAP Contract Draft

The purpose of this guidance is to transmit to LIHEAP Energy Service Providers the draft 2011 LIHEAP contract provisions for review and comment.

The chart below provides a complete summary of language changes for the 2011 LIHEAP contract. To aid your review, 2010 LIHEAP contract language and location of the provision appears on the left of the chart, while modified provisions (highlighted in "blue text") appear on the right. Changes to exhibit attachments are noted at the end of the chart. Additionally, a copy of the 2010 LIHEAP contract is attached to assist with your review.

Section	Current Language	New Language
Ex.A.7. Requirements, Standards, and Guidelines	Even though the federal Low-Income Home Energy Assistance Program exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding LIHEAP funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of LIHEAP funds. Therefore, Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 16367.5 et seq. or 22 CCR §§ 100800 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead: . . .	Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 16367.5 et seq. or 22 CCR §§ 100800 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead: . . .
Ex.B.2.D. Advance Payments	1) Upon written request by the Contractor, the State may issue one working capital advance in an amount not to exceed twenty-five percent (25%) of the total amount of this Agreement.	1) Contractor may, in accordance with applicable law, including Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221,

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	<p>Contractor shall submit an Advance Request (CSD 144) and Advance Repayment Schedule (CSD 144-R).</p> <p>2) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed twenty-five percent (25%) of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment and repayment schedule agreement on CSD 144 and CSD 144-R. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).</p> <p>3) The State will initiate repayment process of advance funds in accordance with the advance repayment schedule agreement (CSD 144-R) fully executed by Contractor and CSD. The repayment schedule must include the provisions that no less than 30% of the advance be repaid no later than the third (3<sup>rd</sup>) monthly fiscal expenditure reporting following issuance of the advance and that no less than 100% of the advance be repaid no later than the sixth (6<sup>th</sup>) monthly fiscal expenditure report following issuance of the advance.</p> <p>In the event any given month's scheduled repayment or portion of a month's repayment cannot be repaid due to an expense reimbursement request insufficient to cover the scheduled payment, the amount that is left unpaid will be added to the following month's scheduled repayment. At such time that Contractor has achieved 30% repayment, Contractor may elect to restructure the repayment of the advance, through resubmission of CSD 144-R. Any advance repayment revision must still provide for 100% of the advance repayment by the sixth (6<sup>th</sup>) month following the issuance of the advance. In the event that less than 100% of the advance is not repaid by the sixth (6<sup>th</sup>) month following the issuance of the advance as agreed, CSD will initiate full liquidation of subsequent expense reimbursements beginning in the seventh (7<sup>th</sup>) month following the issuance of the advance and continuing each month until the advance is paid in full.</p> <p>4) Contractor shall submit CSD 144-R for all advances previously received for the 2010 LIHEAP program year. The repayment</p>	<p><b>receive advance payments of allowable program costs contemplated under this Agreement, <i>provided</i> Contractor shall comply with the provisions of the present Paragraph B and such additional guidance issued by the State as is needed to implement Paragraph B (collectively "Advance Requirements") to ensure that:</b></p> <p><b>a. the time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and</b></p> <p><b>b. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in 10 CFR 600.121.</b></p> <p><b>2) Advance Requirements include the following standards:</b></p> <p><b>a. Advances shall be for the minimum amounts necessary – timed in accordance with Contractor's immediate cash requirements – which will enable Contractor to carry out the purposes of this Agreement;</b></p> <p><b>b. Whenever possible, advances shall be consolidated to cover anticipated cash needs of Contractor;</b></p> <p><b>c. Guidance issued by the State regarding the scheduling of advance payments and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph B, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.</b></p> <p><b>3) In order to effect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions apply to the Advance Requirements set out in this Agreement and in such supplemental guidance as may be issued:</b></p>

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	<p>schedule shall be retroactive to the beginning of the contract term and shall begin on the date that the advance was initially received.</p>	<p>a. <b>To ensure a minimal lapse of time between the transfer of funds and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, Contractor shall, as needed, submit requests for advances on a <i>quarterly basis</i>.</b></p> <p>b. <b>In a manner prescribed in guidance issued by the State, Contractor shall, if needed, request quarterly advance amounts equivalent to the allowable expenses under this Agreement, projected <i>monthly</i>.</b></p> <p>c. <b>Upon receipt of advance funds, Contractor shall deposit the funds in a separate interest-bearing advance account in accordance with the provisions of this Agreement and Federal and State law.</b></p>
<p>Ex. B.2.D 5) Major Purchase Advances</p>	<p>5) Major Purchase Advances</p> <p>In the event an agency needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. Requirements include:</p> <p>a. Request must be completed via CSD 144 and CSD 144-R.</p> <p>b. Limited to purchase of items in excess of \$5,000.</p> <p>c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.</p> <p>d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).</p> <p>e. Advance repayment for Major Purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144-R) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.</p>	<p>d. <b>Upon incurring an allowable expense under this Agreement for which Contractor is entitled to reimbursement, Contractor may, upon monthly reporting of the expense in the State's Expenditure Activity Reporting System (EARS), transfer an equivalent amount of funds from the interest-bearing advance account specified in subsection 3)c., above, to an appropriate operating account for disbursement.</b></p> <p>e. <b>At a time and in a manner prescribed by the State, Contractor shall submit a <i>certified</i> monthly report, indicating the date and amount of grant funds expended during the reporting month, the date and amount of funds transferred from the interest-bearing advance account to cover such expenditures during the reporting month, and the outstanding advance fund balance at month's end.</b></p> <p>f. <b>Contractor may submit supplemental reimbursement requests for allowable expenses incurred during the quarter when such expenses exceed the total quarterly advance issued. At quarter's end, any short fall or excess of expenditures for which advances have been issued shall result in an adjustment to the next quarterly advance request to ensure compliance with the standards</b></p>

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		<p>and provisions set out in the present Paragraph B.</p> <p>g. In the event the State determines that Contractor has used advance funds for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any advance monies wrongfully used and/or may make such adjustments in future advance payments as it deems appropriate in order to rectify any misuse of advance funds.</p>
Ex. B.3.B. 4) Assurance 16, ECIP and HEAP	Administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth on the funding information page attached to the face sheet of this Agreement and is contingent upon the expenditure of cumulative allowable expenditures for Assurance 16, ECIP and HEAP.	Administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth in the allocation spreadsheet incorporated by reference and available on the CSD website at <a href="http://www.csd.ca.gov">www.csd.ca.gov</a> , and is contingent upon the expenditure of cumulative allowable expenditures for Assurance 16, ECIP and HEAP.
Ex. B.3.C.6) (New) SHPO Reviews	<b>New</b>	<p><b>SHPO Reviews</b></p> <p>SHPO Reviews means those expenses associated with the collection and reporting of potential weatherization properties subject to SHPO Review requirements pursuant to Exhibit F Section 6 of this Agreement.</p>
Ex.B.4.D.4)c.vi. Assessments and Diagnostics	<b>New</b>	Contractor may claim reimbursement for renovator certification, defined as field-related costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.
Ex.B.4.D.4)f.v. Clearance Inspections	Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a U.S. Department of Housing and Urban Development (HUD) unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. . . .	Should a clearance inspection be required, Contractor shall defer the costs of the clearance inspection to the property owner and/or local housing authority. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity . . . .
Ex.B.6.A. Energy Council Travel	The Department of Community Services and Development agrees to reimburse designated members of the Energy Council (EC), or their alternate if recognized by the Director of CSD and employed by the same Contractor, for travel expenses incurred in connection with monthly EC meetings with CSD. EC members represent their respective agencies or associations of California energy service providers who weatherize the	CSD agrees to reimburse designated members of the Energy Council (EC), or their alternate if recognized by the Director of CSD and employed by the same Contractor, for travel expenses incurred in connection with monthly EC meetings with CSD.

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	homes of California's low-income households and assist them with payment of their utility bills. EC members share ideas with CSD on the effective delivery of LIHEAP for low-income persons.	
Ex.B.6.B. Energy Council Travel	The approved travel expenses invoiced for the EC meetings will be reimbursed by the Department of Community Services and Development as part of CSD's State Operations Budget. The maximum reimbursement shall not exceed the total agreement amount of the allotment made to each participating agency.	The approved travel expenses invoiced for the EC meetings will be reimbursed by <b>CSD</b> as part of CSD's State Operations Budget. The maximum reimbursement shall not exceed the total amount of the allotment made to each participating agency.
Ex.B.6.D. Energy Council Travel	CSD will reimburse EC members for travel expenses only for attendance at meetings sponsored by CSD. EC members will be reimbursed for necessary travel expenses at rates not to exceed those applicable to nonrepresented State employees under current prevailing State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time. Receipts will be required for reimbursement.	CSD <b>shall</b> reimburse EC members for necessary travel expenses only for attendance at meetings sponsored by CSD. EC members will be reimbursed for necessary travel expenses at rates not to exceed those applicable to nonrepresented State employees under current prevailing State Department of Personnel Administration Rules and Regulations found in <b>California Code of Regulations, Title 2, Section 599.619. (2 CCR §599.619). EC members seeking reimbursement authorized under this section must submit receipts for travel expenses with the Travel Expense Claim (STD. 262).</b>
Ex.B.6.E. Energy Council Travel	CSD shall reimburse EC members only for necessary travel expenses, including vehicle mileage, vehicle rental, or air fare; tolls; parking; and lodging.	<b>For purposes of this section, "necessary travel expenses" includes</b> vehicle mileage <b>or</b> vehicle rental; air fare; tolls; parking; and lodging.
Ex. D.9.F. Compliance Monitoring	In the event that CSD determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.	In the event that CSD determines that Contractor is <b>not in compliance with</b> material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or <b>findings, and request for corrective action plan to Contractor</b> in writing. <b>Contractor shall submit to CSD</b> a specific action plan for correcting the noncompliance.
Ex.D.10.B.2)d. Suspension	Give a specified period of time in which to take corrective action; and	<b>Specify the date by which the corrective action is expected;</b> and
Ex.D.10.C.1) Special Conditions	CSD will implement Special Conditions on a progressive basis, which may include:	<b>Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions,</b> on a progressive basis, which may include:
Ex.D.10.C.2) Special Conditions	Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall contain the following information: . . . .	Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall contain the following information: . . . .
Ex.D.12.B.1) Minor Modifications	Minor Modifications shall not affect the Maximum Amount payable under this Agreement.	<b>Contractor may request modifications to make minor adjustments during the contract term.</b> Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
Ex.D.13.A. Special Provisions- Performance- Based	Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by June 30, 2011. Achievement of the following expenditure percentages shall occur as	Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by <b>March 31, 2012.</b> Achievement of the following expenditure <b>goals</b> shall occur as follows:

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Requirements	<p>follows.</p> <p>50% by December 31, 2010 75% by March 31, 2011 100% by June 30, 2011.</p>	<p>50% by <b>July 30, 2011</b> 75% by <b>November 30, 2011</b> 100% by <b>March 31, 2012</b>.</p>
Ex.D.13.C	At the conclusion of the 50% performance benchmark. CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.	<b>If</b> at the conclusion of the 50% performance benchmark Contractor has not met expenditure achievement goals, CSD shall notify Contractor that contract goals are not being met, and Contractor shall provide <b>to CSD</b> an immediate resolution.
Ex.D.13.D.	If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of nonachievement of goals. Contractor shall have to meet all goals inclusive to the next one-month period.	If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, then <b>CSD shall notify the</b> Contractor in writing that contract goals are not being met and that the Contractor has established a pattern of <b>failing to meet expenditure</b> goals. Contractor shall meet all goals inclusive to the next one-month period.
Ex.D.13.E	If, at the conclusion of the March 31, 2011 reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. . . .	If, at the conclusion of the <b>November 30, 2011</b> reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. . . .
Ex.D.13.F.	The term of this agreement will be no longer than eighteen (18) months.	The term of this agreement will be no longer than <b>fifteen (15)</b> months. <b>Contractor's request for an extension based on inability to expend funds will not be granted. However, the Director, at his or her sole discretion, may extend the contract term based on extenuating circumstances that occurred beyond the control of the Contractor. Contractor shall request the time extension in writing at least 30 days prior to the expiration of the contract.</b>
Ex.D.14.E.1) Monitoring and Reporting of Davis-Bacon Provisions	CSD will monitor Contractor's adherence to all Davis-Bacon provisions. Noncompliance with Davis-Bacon will subject Contractor to the process outlined in ARRA EXHIBIT A.1.E – A.1.F.	CSD will monitor Contractor's adherence to all Davis-Bacon provisions. Noncompliance with Davis-Bacon will subject Contractor to the process outlined in <b>Exhibit D, Section 10, "NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT."</b>
Ex.E.3.A.5) Procurement	<p>To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with one of the following requirements at Contractor's election:</p> <p>a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant to Section 3. A.1) above. Upon receipt of the procedures, CSD will review them for substantial conformity with the OMB procurement guidelines and the three-bid requirement in Section 3. A. 4) above.</p>	<p>To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall: <b>prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:</b></p> <p>a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or</p> <p>b. Any articles, supplies, or equipment where the total contract amount exceeds</p>

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	<p>Within thirty (30) days of receipt, CSD will provide either written approval of the procedures or specific recommendations for amendment of the procedures. Approval shall not be withheld unreasonably; or</p> <p>b. Absent CSD's written approval of the procurement procedures, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:</p> <p>i. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or</p> <p>ii. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.</p>	<p>\$100,000.</p>
<p>Ex. E. 11. Complaint Management Policies and Procedures</p>	<p><b>New</b></p>	<p><b>COMPLAINT MANAGEMENT POLICIES AND PROCEDURES</b></p> <p><b>A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.</b></p> <p><b>B. Contractor shall ensure that all formal complaints are documented, and include the date, time client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.</b></p> <p><b>C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor's attempts to resolve the issue.</b></p> <p><b>D. If the Contractor believes that the</b></p>

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		complainant will contact the media, State or Federal oversight agency or Governor's Office regarding the complaint, Contractor shall immediately contact CSD management.
Ex. F.6.D. 2)	<b>New</b>	Contractor shall determine whether the dwelling meets the criteria for a SHPO Review pursuant to subdivision D.5) a. iv.
Ex. F.6.D. 5) b. SHPO Review of Dwellings	<b>New</b>	<p>b. State Historic Preservation Office (SHPO) Historical Review of Dwellings</p> <p>i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office (SHPO). The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the SHPO Review.</p> <p>ii. The Contractor shall ensure that a SHPO review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.</p> <p>iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii., Contractor shall initiate the SHPO Review process as specified in CSD SHPO Policy incorporated by reference to this Agreement, and available on the CSD website at <a href="http://www.csd.ca.gov">www.csd.ca.gov</a>.</p>
Ex.F.7.D.3)a. Dwelling Assessments	Assessment of the dwelling shall meet all requirements as described in Weatherization Activity Guidelines, EXHIBIT F.6.D., excluding Sections 6), 7), 8), 9) and 10).	Assessment of the dwelling shall meet all requirements as described in <b>Weatherization Activity Guidelines, EXHIBIT F.6.D.</b>

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Ex. F.11.A. Training Requirements	All training, as indicated by employee classification in ATTACHMENT I shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed.	All training, as indicated by employee classification in ATTACHMENT <b>IV</b> shall be provided through a CSD-approved training <b>mechanism</b> utilizing CSD-approved training <b>curricula</b> . In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of <b>EPA or</b> HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed <b>according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.</b>
Ex.F.11. B. Training Requirements	<p>Training Provisions for <u>New</u> Staff of Contractor and Subcontractors with Prior CSD Experience Who Provide Basic Weatherization Services:</p> <ol style="list-style-type: none"> <li>1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program.</li> <li>2) Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 1.D.</li> <li>3) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.</li> <li>4) Within ninety (90) days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.</li> <li>5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.</li> <li>6) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without</li> </ol>	<p>Training Provisions for <u>New</u> Staff of Contractor and Subcontractors with <b>Prior Experience Providing Weatherization Services under a CSD Program</b>:</p> <ol style="list-style-type: none"> <li>1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization <b>services</b> pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, SECTION <b>11.D</b>.</li> <li>2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, <b>Energy Auditor</b>, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, <b>conduct an audit on</b>, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.</li> <li><b>3)</b> Within 90 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.</li> <li><b>4)</b> Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training. <ol style="list-style-type: none"> <li><b>a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a</b></li> </ol> </li> </ol>

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	<p>having completed the required CSD-approved training.</p> <p>7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.</p> <p>8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.</p>	<p><b>third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.</b></p> <p><b>b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.</b></p> <p><b>5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.</b></p> <p><b>a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.</b></p> <p><b>b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.</b></p> <p><b>6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training. Certificates of Completion shall be issued following completion of the second phase ("field portion") of the training.</b></p> <p><b>7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections</b></p>

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		and/or <b>Field Supervision</b> shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
Ex.F.11.C Training Requirements	<p>Training Provisions for Existing Staff of Contractor and Subcontractors With Prior CSD Experience Who Provide Weatherization Services</p> <ol style="list-style-type: none"> <li>1) For the purposes of this section, subcontractors must have prior experience providing weatherization pursuant to a CSD program. Subcontractors who do not have prior weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 1.D.</li> <li>2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.</li> <li>3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully test out of the training shall no longer be able to perform the diagnostic tests. <ol style="list-style-type: none"> <li>a. Basic Weatherization – November 2003</li> <li>b. Duct Blaster – April 2006</li> <li>c. Blower Door – April 2006</li> </ol> </li> <li>4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training. <ol style="list-style-type: none"> <li>a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training</li> </ol> </li> </ol>	<p>Training Provisions for Existing Staff of Contractor and Subcontractors with Prior <b>Experience Providing Weatherization Services under a CSD Program</b>:</p> <p>For the purposes of this section, subcontractors must have prior experience providing weatherization <b>services</b> pursuant to a CSD program. Subcontractors who do not have prior weatherization <b>services</b> experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section <b>11.D</b>.</p> <ol style="list-style-type: none"> <li>2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.</li> <li>3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below. <b>Employees for</b> whom no training dates at a CSD-approved training center are recorded <b>(but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs)</b> shall be required to take and pass an online <b>“test out”</b> or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully “testing out” of the training shall no longer be able to perform the diagnostic tests. <ol style="list-style-type: none"> <li>a. Basic Weatherization – November 2003</li> <li>b. Duct Blaster – April 2006</li> <li>c. Blower Door – April 2006</li> </ol> </li> <li>4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have <b>(1)</b> completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006, or <b>(2)</b> who have no training dates recorded shall receive Combustion Appliance Safety Training. <ol style="list-style-type: none"> <li>a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center <b>may</b> continue to perform the diagnostic</li> </ol> </li> </ol>

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	<p>center can continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test when it becomes available. Employees not completed the required CAS training or successfully test out of the training shall no longer be able to perform diagnostic tests.</p> <p>b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.</p> <p>5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training.</p> <p>6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training.</p>	<p>testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees not completed the required CAS training or successfully “testing out” of the training shall no longer be able to perform diagnostic tests.</p> <p>b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.</p> <p>5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Assessments, Energy Audits, and/or Field Supervision shall receive Assessment Training.</p> <p>6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.</p>
Ex.F.11.D Training Requirements	Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in EXHIBIT F, ATTACHMENT III prior to commencing unit production work.	Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in EXHIBIT F, ATTACHMENT IV, prior to commencing unit production work.
Ex.F.11.E Training Requirements	<p>Training Provisions for Staff of Subcontractors Who Provide Specialty Services</p> <p>All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encourage to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.</p>	<p>Training Provisions for Staff of Subcontractors Who Provide Specialty Services</p> <p>All field employees of subcontractors who perform the HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.</p>
Ex.F.11.F. Training Requirements	For weatherization and ECIP EHCS services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and	For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in

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	subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews.	a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead <b>Abatement Supervisor or Worker</b> , it is not a substitute for the requirement of trained work crews.
Ex. F.11.G Training Requirements	New	<p><b>EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.</b></p> <p><b>For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.</b></p>
Ex.F.11.H. Training Requirements	<p>Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:</p> <ol style="list-style-type: none"> <li>1) Current CSD Conventional Home WIS Manual;</li> <li>2) Current CSD Mobile Home WIS Manual;</li> <li>3) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;</li> <li>4) Other applicable policies and procedures; and</li> <li>5) Official Program Notices.</li> </ol>	<p>Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:</p> <ol style="list-style-type: none"> <li>1) Current CSD <b>Weatherization Installation Standards Manual</b>;</li> <li>2) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;</li> <li>3) Other applicable policies and procedures; and</li> <li>4) Official Program Notices.</li> </ol>
Ex.F.14. Lead Safe Certification	New	<p><b><u>LEAD SAFETY CERTIFICATION</u></b></p> <p><b>For renovation, repair, or painting, employees of Contractor and subcontractors performing work on or after April 22, 2010 (or other date specified by the U.S. Environmental Protection Agency or the State in which the activity is conducted) shall be certified for the activities according to 40 CFR Part 745 (possessing certification valid for the State in which the activity is conducted), and that uncertified workers on such activities shall be trained in a HUD-approved course in lead safe work practices and supervised by a person who is a certified abatement contractor and a certified renovator.</b></p>
Ex. G Definitions	New	<p><b><u>Energy Council:</u> EC members represent their respective agencies or associations of California energy service providers who weatherize the homes of California's low-income households and assist them with payment of their utility bills. EC members share ideas with CSD on the effective delivery of LIHEAP for low-</b></p>

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		<b>income persons.</b>
Ex. B, Attachment I LIHEAP Weatherization Budget	New line item	<b>SHPO Reviews—for the aggregation, collection and reporting of dwelling characteristic information and proposed scope of weatherization measures/services to be performed.</b>
Ex. B, Attachment IV Reimbursement Rates for Weatherization and EHCS Activities	New Measure	<b>Smoke Alarms—maximum expenditure of ???</b>
	Cooking Appliance Repair	Maximum expenditure increase to <b>\$467</b> or 50% of replacement cost
	Cooking Appliance Replacement	Maximum expenditure increase to <b>\$934</b>
	Cooling Repair – Evaporative Cooler	Maximum expenditure increase to <b>\$623</b> or 50% of replacement cost
	Cooling Replacement – Evaporative Cooler	Maximum expenditure increase to <b>\$1246</b>
	Water Heater Repair	Maximum expenditure increase to <b>\$735</b> or 50% of replacement cost
	Water Heater Replacement	Maximum expenditure increase to <b>\$1470</b>
	Ceiling Fan	Maximum reimbursement increase to \$250
Footnote Section, #16	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. <b>No infiltration measure may be installed if blower door diagnostics are not performed.</b> Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
Ex. F, Attachment IV	New attachment	<b>Training Requirements Matrix</b>